

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-60803-CIV-DIMITROULEAS

SURETY UNLIMITED SERVICES, INC.,

Plaintiff,

vs.

U.S. SHIPBROKERS, LLC,

Defendant,

**SLUSHER & ROSENBLUM, P.A.'S MOTION TO WITHDRAW AS COUNSEL FOR
PLAINTIFF SURETY UNLIMITED SERVICES, INC.**

Slusher & Rosenblum, P.A., Jason P. Blevins, Esquire and Jeremy E. Slusher, Esquire, move to withdraw from the representation of Plaintiff SURETY UNLIMITED SERVICES, INC. ("Surety") in the above matter as irreconcilable differences have arisen between Slusher & Rosenblum, P.A. and Surety.

1. The subject lawsuit involves the purchase and sale of a vessel.
2. The matter is presently in arbitration pending in New York.
3. Slusher & Rosenblum, P.A. have already withdrawn from representing Surety in the arbitration.
4. The case is presently stayed in this Court and the Case is administratively closed [DE 11].
5. However, the parties are ordered to provide status reports every ninety (90) days [DE 11].
6. Pursuant to Rule 4-1.16(a) of the Rules Regulating the Florida Bar, grounds exist mandating the withdrawal of undersigned counsel. In addition, irreconcilable differences have

developed between the undersigned and Surety. *See Horan v. O'Connor*, 832 So. 2d 193, 194 (Fla. 4th DCA 2002) (irreconcilable differences are sufficient to satisfy rule 4-1.16(b) in civil cases).

7. Withdraw will also be allowed under New York law. *See, e.g., Rankel v. Therapy*, 2021 N.Y. Misc. LEXIS 68006 (N.Y. 2021) (irreconcilable difference sufficient to allow withdraw).

8. Permitting the undersigned attorneys to withdraw would not result in any “material adverse effect” on the parties’ interests. *See* Rule 4-1.16(b) of the Rules Regulating the Florida Bar.

9. Surety, copied on this motion, may be contacted c/o Larry Singh at 7045 NW 41st Street, Miami, FL 33166, bailpi66@gmail.com and 305-680-4710.

10. Slusher & Rosenblum, P.A. has already withdrawn from representing Surety and its related parties in the subject arbitration.

WHEREFORE, the undersigned counsel respectfully seeks entry of an Order granting this Motion for Leave to Withdraw as attorneys for Plaintiff SURETY UNLIMITED SERVICES, INC., relieving undersigned counsel of any and all further responsibility in this matter, as well as any further relief this Court may deem just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via CM/ECF on this 27th day of November, 2024 to: David W. McCreddie, Esq., (*Attorneys for Defendant*), Lau, Lane, Pieper, Conley & McCreddie, P.A., 100 South Ashley Drive, Suite 1650, Tampa, FL 33602 (dmccreadie@laulane.com) and via U.S. Mail and email to Surety Unlimited Services, Inc. c/o Larry Singh, 7045 NW 41st Street, Miami, FL 33166, bailpi66@gmail.com.

By: /s/ Jason P. Blevins, Esq.

Jason P. Blevins, Esq.

Florida Bar No. 467383

jpb@slusherandrosenblum.com

Jeremy E. Slusher, Esq.

Florida Bar No. 145769

jes@slusherandrosenblum.com

Slusher & Rosenblum, P.A.

444 W. Railroad Ave., Suite 470

West Palm Beach, FL 33401

Ph: 561-814-2020

Fax: 561-557-4598